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12 DELGADO, BRETT HEITMAN,
KENNETH WEBER, and CAITLIN
PANOV

13 **UNITED STATES DISTRICT COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

16 ANTONIO LOPEZ, individually;
17 JOHANNA LOPEZ, individually;
18 M.R., by and through his guardian ad
litem, April Rodriguez, individually and
as successor in interest to Brandon
19 Lopez; B.L. and J.L., by and through
their guardian ad litem -Rachel Perez,
individually and as successors in
interest to Brandon Lopez; S.L., by and
20 through his guardian ad litem, Rocio
Flores, individually and as successor in
interest to Brandon Lopez,

23 Plaintiff,

24 v.

25 CITY OF ANAHEIM; CITY OF
SANTA ANA; DAVID VALENTIN;
JORGE CISNEROS; PAUL
26 DELGADO; BRETT HEITMAN;
KENNETH WEBER; CAITLIN
PANOV; DOES 1-10,

28 Defendants.

Case No. 8:22-cv-01351-JVS-ADS

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: 07/21/2022

I. PURPOSES AND LIMITATIONS

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

II. GOOD CAUSE STATEMENT

A. Contentions re Harm from Disclosure of Confidential Materials.

Defendants contend that there is good cause and a particularized need for a protective order to preserve the interests of confidentiality and privacy in peace officer personnel file records and associated investigative or confidential records for the following reasons.

First, Defendants contend that peace officers have a federal privilege of privacy in their personnel file records: a reasonable expectation of privacy therein that is underscored, specified, and arguably heightened by the *Pitchess* protective procedure of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to privilege based discovery disputes involving federal claims,” the “state privilege law which is consistent with its federal equivalent significantly assists in applying

1 [federal] privilege law to discovery disputes"); *Soto v. City of Concord*, 162 F.R.D.
 2 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based
 3 "privacy rights [that] are not inconsequential" in their police personnel records); *cf.*
 4 Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants
 5 further contend that uncontrolled disclosure of such personnel file information can
 6 threaten the safety of non-party witnesses, officers, and their families/associates.

7 Second, Defendants contend that municipalities and law enforcement
 8 agencies have federal deliberative-executive process privilege, federal official
 9 information privilege, federal law enforcement privilege, and federal attorney-client
 10 privilege (and/or attorney work product protection) interests in the personnel files of
 11 their peace officers – particularly as to those portions of peace officer personnel files
 12 that contain critical self-analysis, internal deliberation/decision-making or
 13 evaluation/analysis, or communications for the purposes of obtaining or rendering
 14 legal advice or analysis – potentially including but not limited to
 15 evaluative/analytical portions of Internal Affairs type records or reports,
 16 evaluative/analytical portions of supervisory records or reports, and/or reports
 17 prepared at the direction of counsel, or for the purpose of obtaining or rendering
 18 legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa Audubon Soc'y v.*
 19 *United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir. 1997); *Soto*, 162
 20 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654, 668-671 (N.D.
 21 Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998); *Hamstreet v.*
 22 *Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co. v. United*
 23 *States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants further
 24 contend that such personnel file records are restricted from disclosure by the public
 25 entity's custodian of records pursuant to applicable California law and that
 26 uncontrolled release is likely to result in needless intrusion of officer privacy;
 27 impairment in the collection of third-party witness information and statements and
 28 related legitimate law enforcement investigations/interests; and a chilling of open

1 and honest discussion regarding and/or investigation into alleged misconduct that
 2 can erode a public entity's ability to identify and/or implement any remedial
 3 measures that may be required.

4 Third, Defendants contend that, since peace officers do not have the same
 5 rights as other private citizens to avoid giving compelled statements, it is contrary to
 6 the fundamental principles of fairness to permit uncontrolled release of officers'
 7 compelled statements. *See generally Lybarger v. City of Los Angeles, 40 Cal.3d*
 8 822, 828-830 (1985); cf. U.S. Const., amend V.

9 Accordingly, Defendants contend that, without a protective order preventing
 10 such, production of confidential records in the case can and will likely substantially
 11 impair and harm defendant public entity's interests in candid self-critical analysis,
 12 frank internal deliberations, obtaining candid information from witnesses,
 13 preserving the safety of witnesses, preserving the safety of peace officers and peace
 14 officers' families and associates, protecting the privacy officers of peace officers,
 15 and preventing pending investigations from being detrimentally undermined by
 16 publication of private, sensitive, or confidential information – as can and often does
 17 result in litigation.

18 Accordingly, the parties agree that there is Good Cause for a Protective Order
 19 so as to preserve the respective interests of the parties without the need to further
 20 burden the Court with such issues. Specifically, the parties jointly contend that,
 21 absent this Stipulated Protective Order, the parties' respective privilege interests may
 22 be impaired or harmed, and that this Stipulated Protective Order may avoid such
 23 harm by permitting the parties to facilitate discovery with reduced risk that
 24 privileged and/or sensitive/confidential information will become matters of public
 25 record.

26 Accordingly, to expedite the flow of information, to facilitate the prompt
 27 resolution of disputes over confidentiality of discovery materials, to adequately
 28 protect information the parties are entitled to keep confidential, to ensure that the

1 parties are permitted reasonable necessary uses of such material in preparation for
 2 and in the conduct of trial, to address their handling at the end of the litigation, and
 3 serve the ends of justice, a protective order for such information is justified in this
 4 matter. It is the intent of the parties that information will not be designated as
 5 confidential for tactical reasons and that nothing be so designated without a good
 6 faith belief that it has been maintained in a confidential, non-public manner, and
 7 there is good cause why it should not be part of the public record of this case.

8 **III. DEFINITIONS**

- 9 A. Action: this pending federal law suit.
- 10 B. Challenging Party: a Party or Non-Party that challenges the
 designation of information or items under this Order.
- 11 C. “CONFIDENTIAL” Information or Items: information
 (regardless of how it is generated, stored or maintained) or tangible things
 that qualify for protection under Federal Rule of Civil Procedure 26(c), and
 as specified above in the Good Cause Statement.
- 12 D. Counsel: Outside Counsel of Record and House Counsel (as
 well as their support staff).
- 13 E. Designating Party: a Party or Non-Party that designates
 information or items that it produces in disclosures or in responses to
 discovery as “CONFIDENTIAL.”
- 14 F. Disclosure or Discovery Material: all items or information,
 regardless of the medium or manner in which it is generated, stored, or
 maintained (including, among other things, testimony, transcripts, and
 tangible things), that are produced or generated in disclosures or responses to
 discovery in this matter.
- 15 G. Expert: a person with specialized knowledge or experience in a
 matter pertinent to the litigation who has been retained by a Party or its
 counsel to serve as an expert witness or as a consultant in this Action.

1 H. House Counsel: attorneys who are employees of a party to this
 2 Action. House Counsel does not include Outside Counsel of Record or any
 3 other outside counsel.

4 I. Non-Party: any natural person, partnership, corporation,
 5 association or other legal entity not named as a Party to this action.

6 J. Outside Counsel of Record: attorneys who are not employees of a
 7 party to this Action but are retained to represent or advise a party to this
 8 Action and have appeared in this Action on behalf of that party or are
 9 affiliated with a law firm that has appeared on behalf of that party, and
 10 includes support staff.

11 K. Party: any party to this Action, including all of its officers,
 12 directors, employees, consultants, retained experts, and Outside Counsel of
 13 Record (and their support staffs).

14 L. Producing Party: a Party or Non-Party that produces Disclosure
 15 or Discovery Material in this Action.

16 M. Professional Vendors: persons or entities that provide litigation
 17 support services (e.g., photocopying, videotaping, translating, preparing
 18 exhibits or demonstrations, and organizing, storing, or retrieving data in any
 19 form or medium) and their employees and subcontractors.

20 N. Protected Material: any Disclosure or Discovery Material that is
 21 designated as “CONFIDENTIAL.”

22 O. Receiving Party: a Party that receives Disclosure or Discovery
 23 Material from a Producing Party.

24 **IV. SCOPE**

25 A. The protections conferred by this Stipulation and Order cover not only
 26 Protected Material (as defined above), but also (1) any information copied or extracted
 27 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
 28 Protected Material; and (3) any testimony, conversations, or presentations by Parties

1 or their Counsel that might reveal Protected Material.

2 B. Any use of Protected Material at trial shall be governed by the orders of
3 the trial judge. This Order does not govern the use of Protected Material at trial.

4 **V. DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations
6 imposed by this Order shall remain in effect until a Designating Party agrees
7 otherwise in writing or a court order otherwise directs. Final disposition shall be
8 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
9 or without prejudice; and (2) final judgment herein after the completion and
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
11 including the time limits for filing any motions or applications for extension of time
12 pursuant to applicable law.

13 **VI. DESIGNATING PROTECTED MATERIAL**

14 A. Exercise of Restraint and Care in Designating Material for Protection.

15 Each Party or Non-Party that designates information or items for protection
16 under this Order must take care to limit any such designation to specific material that
17 qualifies under the appropriate standards. The Designating Party must designate for
18 protection only those parts of material, documents, items, or oral or written
19 communications that qualify so that other portions of the material, documents, items,
20 or communications for which protection is not warranted are not swept unjustifiably
21 within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations
23 that are shown to be clearly unjustified or that have been made for an improper
24 purpose (e.g., to unnecessarily encumber the case development process or to impose
25 unnecessary expenses and burdens on other parties) may expose the Designating Party
26 to sanctions.

27 If it comes to a Designating Party's attention that information or items that it
28 designated for protection do not qualify for protection, that Designating Party must

1 promptly notify all other Parties that it is withdrawing the inapplicable designation.

2 B. Manner and Timing of Designations. Except as otherwise provided in
3 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material
4 that qualifies for protection under this Order must be clearly so designated before the
5 material is disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) For information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix at a minimum, the legend
10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
11 contains protected material. If only a portion or portions of the material on a page
12 qualifies for protection, the Producing Party also must clearly identify the protected
13 portion(s) (e.g., by making appropriate markings in the margins).

14 (b) A Party or Non-Party that makes original documents available for
15 inspection need not designate them for protection until after the inspecting Party has
16 indicated which documents it would like copied and produced. During the inspection
17 and before the designation, all of the material made available for inspection shall be
18 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
19 it wants copied and produced, the Producing Party must determine which documents,
20 or portions thereof, qualify for protection under this Order. Then, before producing
21 the specified documents, the Producing Party must affix the “CONFIDENTIAL
22 legend” to each page that contains Protected Material. If only a portion or portions of
23 the material on a page qualifies for protection, the Producing Party also must clearly
24 identify the protected portion(s) (e.g., by making appropriate markings in the
25 margins).

1 (c) for testimony given in depositions that the Designating Party identifies
 2 the Disclosure or Discovery Material on the record, before the close of the deposition
 3 all protected testimony.

4 (d) for information produced in some form other than documentary and for
 5 any other tangible items, that the Producing Party affix in a prominent place on the
 6 exterior of the container or containers in which the information is stored the legend
 7 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 8 protection, the Producing Party, to the extent practicable, shall identify the protected
 9 portion(s).

10 C. Inadvertent Failures to Designate. If timely corrected, an inadvertent
 11 failure to designate qualified information or items does not, standing alone, waive the
 12 Designating Party’s right to secure protection under this Order for such material.
 13 Upon timely correction of a designation, the Receiving Party must make reasonable
 14 efforts to assure that the material is treated in accordance with the provisions of this
 15 Order.

16 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 A. Timing of Challenges. Any Party or Non-Party may challenge a
 18 designation of confidentiality at any time that is consistent with the Court’s
 19 Scheduling Order.

20 B. Meet and Confer. The Challenging Party shall initiate the dispute
 21 resolution process under Local Rule 37.1 et seq.

22 C. The burden of persuasion in any such challenge proceeding shall be on
 23 the Designating Party. Frivolous challenges, and those made for an improper
 24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 25 parties) may expose the Challenging Party to sanctions. Unless the Designating
 26 Party has waived or withdrawn the confidentiality designation, all parties shall
 27 continue to afford the material in question the level of protection to which it is
 28 entitled under the Producing Party’s designation until the Court rules on the

1 challenge.

2 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

3 A. Basic Principles. A Receiving Party may use Protected Material that is
 4 disclosed or produced by another Party or by a Non-Party in connection with this
 5 Action only for prosecuting, defending, or attempting to settle this Action. Such
 6 Protected Material may be disclosed only to the categories of persons and under the
 7 conditions described in this Order. When the Action has been terminated, a Receiving
 8 Party must comply with the provisions of section XIV below (FINAL
 9 DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons
 11 authorized under this Order.

12 B. Disclosure of “CONFIDENTIAL” Information or Items. Unless
 13 otherwise ordered by the court or permitted in writing by the Designating Party, a
 14 Receiving Party may disclose any information or item designated
 15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
 17 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 18 to disclose the information for this Action;

19 (b) the officers, directors, and employees (Including House Counsel) of the
 20 Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
 22 disclosure is reasonably necessary for this Action and who have signed the
 23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional
 2 Vendors to whom disclosure is reasonably necessary for this Action and who have
 3 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
 5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the
 7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
 8 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
 9 not be permitted to keep any confidential information unless they sign the
 10 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
 11 agreed by the Designating Party or ordered by the court. Pages of transcribed
 12 deposition testimony or exhibits to depositions that reveal Protected Material may be
 13 separately bound by the court reporter and may not be disclosed to anyone except as
 14 permitted under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel,
 16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
 18 **IN OTHER LITIGATION**

19 A. If a Party is served with a subpoena or a court order issued in other
 20 litigation that compels disclosure of any information or items designated in this
 21 Action as "CONFIDENTIAL," that Party must:

22 (1) promptly notify in writing the Designating Party. Such notification
 23 shall include a copy of the subpoena or court order;

24 (2) promptly notify in writing the party who caused the subpoena or
 25 order to issue in the other litigation that some or all of the material covered by the
 26 subpoena or order is subject to this Protective Order. Such notification shall include
 27 a copy of this Stipulated Protective Order; and

(3) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

3 C. If the Non-Party fails to seek a protective order from this court within 14
4 days of receiving the notice and accompanying information, the Receiving Party may
5 produce the Non-Party's confidential information responsive to the discovery request.
6 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
7 any information in its possession or control that is subject to the confidentiality
8 agreement with the Non-Party before a determination by the court. Absent a court
9 order to the contrary, the Non-Party shall bear the burden and expense of seeking
10 protection in this court of its Protected Material.

11 | XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

20 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
21 **PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or

1 information covered by the attorney-client privilege or work product protection, the
 2 parties may incorporate their agreement in the stipulated protective order submitted
 3 to the court.

4 **XIII. MISCELLANEOUS**

5 A. Right to Further Relief. Nothing in this Order abridges the right of any
 6 person to seek its modification by the Court in the future.

7 B. Right to Assert Other Objections. By stipulating to the entry of this
 8 Protective Order no Party waives any right it otherwise would have to object to
 9 disclosing or producing any information or item on any ground not addressed in this
 10 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 11 ground to use in evidence of any of the material covered by this Protective Order.

12 C. Filing Protected Material. A Party that seeks to file under seal any
 13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 14 only be filed under seal pursuant to a court order authorizing the sealing of the specific
 15 Protected Material at issue. If a Party's request to file Protected Material under seal is
 16 denied by the court, then the Receiving Party may file the information in the public
 17 record unless otherwise instructed by the court.

18 **XIV. FINAL DISPOSITION**

19 A. After the final disposition of this Action, as defined in Section V, within
 20 sixty (60) days of a written request by the Designating Party, each Receiving Party
 21 must return all Protected Material to the Producing Party or destroy such material. As
 22 used in this subdivision, "all Protected Material" includes all copies, abstracts,
 23 compilations, summaries, and any other format reproducing or capturing any of the
 24 Protected Material. Whether the Protected Material is returned or destroyed, the
 25 Receiving Party must submit a written certification to the Producing Party (and, if not
 26 the same person or entity, to the Designating Party) by the 60 day deadline that (1)
 27 identifies (by category, where appropriate) all the Protected Material that was returned
 28 or destroyed and (2) affirms that the Receiving Party has not retained any copies,

1 abstracts, compilations, summaries or any other format reproducing or capturing any
2 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
4 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
5 reports, attorney work product, and consultant and expert work product, even if such
6 materials contain Protected Material. Any such archival copies that contain or
7 constitute Protected Material remain subject to this Protective Order as set forth in
8 Section V.

9 B. Any violation of this Order may be punished by any and all appropriate
10 measures including, without limitation, contempt proceedings and/or monetary
11 sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: December 2, 2022

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

By: /s/ Kayleigh A. Andersen

Eugene P. Ramirez

Craig Smith

Kayleigh A. Andersen

Attorneys for Defendants, CITY OF
ANAHEIM, JORGE CISNEROS, PAUL
DELGADO, BRETT HEITMAN,
KENNETH WEBER, and CAITLIN
PANOV

1 DATED: December 2, 2022

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**CITY OF ANAHEIM CITY ATTORNEY'S
OFFICE**

By: /s/ Moses W. Johnson IV

Moses W. Johnson IV
Attorneys for Defendants, CITY OF
ANAHEIM, JORGE CISNEROS, PAUL
DELGADO, BRETT HEITMAN,
KENNETH WEBER, and CAITLIN
PANOV

DATED: December 2, 2022

EVERETT DOREY LLP

By: /s/ Christopher D. Lee
Christopher D. Lee, Esq.
Attorneys for Defendant, CITY OF
SANTA ANA

DATED: December 2, 2022

LAW OFFICES OF DALE K. GALIPO

By: /s/ Renee V. Masongsong
Dale K. Galipo, Esq.
Renee V. Masongsong, Esq.
Attorneys for Plaintiffs

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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3 DATED: December 8, 2022
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6 /s/ Autumn D. Spaeth
7 HON. AUTUMN D. SPAETH
United States Magistrate Judge
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MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
ATTORNEYS AT LAW

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of **Lopez v. City of Anaheim, et al., Case No. 8:22-cv-01351-JVS-ADS**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 | Signature: _____

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